

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

RYCKY CONTRERAS,

Plaintiff,

vs.

ROMANZOF FISHING COMPANY LLC, *IN*
PERSONAM, AND THE F/V BARANOF,
OFFICIAL NUMBER 598508, HER
ENGINES, MACHINERY,
APPURTENANCES AND CARGO *IN REM*

Defendants.

Case No.

AT LAW AND AT ADMIRALTY

**SEAMAN'S COMPLAINT IN REM AND
IN PERSONAM FOR DAMAGES FOR
PERSONAL INJURIES, WAGES, CLAIM
FOR MAINTENANCE AND CURE – ALL
WITHOUT PAYMENT OF COSTS, 28
U.S.C. § 1916**

COMES NOW the plaintiff and complains of the defendants alleging upon information
and belief as follows:

1. Plaintiff, Rycky Contreras, brings and maintains this action pursuant to 28 U.S.C.
§ 1333; 46 U.S.C. §§ 30103, 30104 – the Jones Act, U.S. Const. Art. III, sec. 2; RCW Title 49;
the common law and the general maritime law.

2. Plaintiff is a resident of the United States. The in personam defendant has a
principal place of business in King County, Western District of Washington.

**SEAMAN'S COMPLAINT IN REM AND IN PERSONAM FOR
DAMAGES FOR PERSONAL INJURIES, WAGES, CLAIM FOR
MAINTENANCE AND CURE – ALL WITHOUT PAYMENT OF
COSTS, 28 U.S.C. § 1916 - 1
CASE NO. 21-**

**SEATTLE MARITIME
ATTORNEYS
4005 20th Avenue West, Suite 110
Seattle, Washington 98199
T (425) 454-3800 ♦ F (425) 307-6446**

1 3. Plaintiff is a seaman and a ward of this Court and elects to take advantage of the
2 provisions of 28 U.S.C. § 1916 to proceed without prepayment of costs or fees.

3 4. Defendant herein, Romanzof Fishing Company LLC is a limited liability
4 company organized under the laws of the State of Washington and at all times herein mentioned
5 was acting by and through its officers, agents, servants, employees and representatives, and has a
6 principal place of business or is doing business in the Western District of Washington.

7 5. The F/V BARANOF is a 170-foot fishing vessel documented by the United
8 States, official number 598508. Said vessel has her home port in the Western District of
9 Washington or will be found in the Western District of Washington during the pendency of this
10 action. During all times herein mentioned said vessel was owned or bareboat chartered by the
11 defendants and was engaged in maritime commerce.

12 6. At all times herein mentioned, plaintiff was employed by the defendants as a
13 member of the crew, in the service of said vessel and was at all times acting within the course
14 and scope of his duties as seaman processor in furtherance of the mission of said vessel.

15 7. On or about September 27, 2020 while said vessel was in navigable waters,
16 plaintiff slipped and fell in water while walking in a hallway floor near the restrooms, and did
17 thereby sustain severe, painful and disabling injuries to his shoulder, and other injuries not fully
18 known at this time. Plaintiff reported said incident and defendants provided plaintiff with pain
19 medications throughout the course of his remaining employment aboard the vessel. Plaintiff
20 prays leave to amend this complaint when the full extent of injuries and disabilities is
21 ascertained.

1 8. Said injuries, disabilities, and damages were directly and proximately caused by
 2 the unseaworthiness of the vessel; the negligence, in whole or in part, of the defendants and their
 3 agents, servants and employees; and the failure of the defendants to provide a reasonably safe
 4 place to work, in one or more of the following respects: Failing to maintain safe walking
 5 surfaces and failure to properly train crew to mop floors safely and to provide notice of
 6 dangerous conditions created by wet floors.

7 9. As a direct and proximate result of the foregoing, plaintiff was caused to and did
 8 incur reasonable charges for medical care and attention. Plaintiff does not know the reasonable
 9 value of said medical care and attention already rendered or to be rendered in the future and
 10 therefore, prays leave to amend this complaint to show the same.

11 10. Plaintiff demands maintenance from the defendants in a per diem amount to
 12 recuperate on land with room and board at least equal to that received on defendant's vessel,
 13 until the plaintiff reaches maximum cure or until the plaintiff is declared fit for duty, whichever
 14 last occurs. Plaintiff further demands the actual cost of cure until the plaintiff fully cured, and if
 15 never cured, plaintiff demands the cost of cure for the remainder of plaintiff's natural life.

16 11. Plaintiff was employed by defendants to work aboard said vessel as a member of
 17 the crew pursuant to a written agreement to pay plaintiff a certain crew share of the vessel's sale
 18 value of the fish caught during the period of employment from approximately August 1, 2020 to
 19 December 1, 2020.

20 12. During his plaintiff's employment, several crew members left the vessel and or were
 21 unable to work due to injuries. This increased plaintiff's workload because the vessel was
 22 undermanned. As a result, Defendants increased plaintiff's pay by promising plaintiff increased
 23

1 crew shares for the remaining period of his employment. Defendants had plaintiff sign wage
2 documents confirming his increases in pay and crew shares. Defendants have refused to provide
3 plaintiff with copies of his crew contract and any documents related to his earnings and crew
4 shares despite numerous requests.

5 13. Plaintiff is entitled to earned/unearned wages (including bonuses, overtime,
6 increased percentages and/or retroactive payments) for employment from approximately August
7 1, 2020 to December 1, 2020.

8 14. Defendants have willfully and intentionally failed to pay plaintiff all wages owed
9 in violation of RCW 49.48.010 and 49.52.070. Plaintiff is entitled to double wages under state
10 law, punitive damages under federal law for unpaid wages, for costs and for attorney's fees.

11 WHEREFORE, plaintiff prays for judgment against the defendants as follows:

12 1. For a declaration that the plaintiff holds claim to a preferred maritime lien against
13 the defendant vessel, her engines, machinery, appurtenances and cargo;

14 2. For arrest, condemnation and sale of the defendant vessel including her engines,
15 machinery, appurtenances and cargo;

16 3. For general damages, including damages for loss of consortium, as are reasonable
17 and fair;

18 4. For such special damages, including found, as may be shown by the proofs
19 herein;

20 5. For maintenance and cure, and for consequential and punitive damages for failure
21 to pay same;

22 6. For earned and/or unearned wages and double wage penalties;

